



Skeetchestn Indian Band (“SIB”)
Personnel Policy

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PART I

a) INTERPRETATION AND APPLICATION

1.0 Short Title

1.1 This document may be cited as the "Personnel Policy".

2.0 Definitions

2.1 In this Policy,

- b) **"Anniversary Date"** means the date on which SIB and the employee entered into a contract of employment, whether oral or written, and refers to the same date in each subsequent year, so long as the contract of employment continues;
- c) **"Band"** means the Skeetchestn Indian Band (SIB);
- d) **"Band Member"** means a person who is a member of the SIB;
- e) **"SIB Website"** means the website located at www.skeetchestn.ca;
- f) **"casual worker"** means a person hired by SIB who works less than the full normal daily, weekly or monthly hours of work, who does not follow an ongoing predetermined schedule of work on a regular and recurring basis, and for whom there is no evidence of a regular work pattern over time and may be on call;
- g) **"Chief"** means the duly elected Chief of the SIB pursuant to the *Indian Act*;
- h) **"child"** means
 - a. a biological child,
 - b. an adopted child, whether by law or by custom,
 - c. a stepchild,
 - d. a foster child, or
 - e. a child for whom a person has legal guardianship;
- i) **"CLC"** means the *Canada Labour Code*, R.S.C. 1985, c. L-2;
- j) **"conflict of interest"** has the meaning given to that term in the Appendix D: Avoiding and Mitigating Conflict of Interest Guidelines;
- k) **"common-law partner"** means a person who has been living with an individual in a conjugal relationship for at least one year, or who had been living with the individual for at least one year immediately before the individual's death;
- l) **"complainant"** means a person who has made a complaint under Part XII;
- m) **"complainee"** means a person who is the subject of a complaint under Part XII;

“Council” means the Chief and Councilors of the Skeetchestn Indian Band, or any successor government of the Skeetchestn Indian Band;

“Councilor” means a duly elected Councilor of the SIB pursuant to the *Indian Act*;

“Council meeting” means a meeting of Council, held pursuant to established Council procedures;

“Declaration of Understanding” means the document attached as Appendix H to this Policy, which each employee must sign as a condition of employment;

“Department Manager” means an employee in charge of a specific department or program of the Band;

“Director of Operations” means the person appointed by, and responsible to Council, who is responsible for directing all of the Band’s operations;

“employee” means a member of the management or staff that SIB has hired on a term or indefinite contract of services, whether oral or written, who meets the definition of “employee” in the CLC, and for greater clarity “employee” does not include a casual worker;

“Employee Personnel Records” means the confidential personnel records of an employee, which are held by the Director of Operations or their designate;

“election” means and includes SIB elections, SIB referendums, municipal elections, provincial elections, federal elections, and any other elections designated by Council;

“family member” means a person defined in section 23.1(1) of the *Employment Insurance Act*, S.C. 1996, c. 23;

“Employee Financial Records” means the confidential financial records of an employee necessary to process payroll and employees benefits, which are held by the Director of Operations or their designate;

“full-time employee” means an employee who normally works a minimum of 24 per week and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis;

“general holiday” means and includes the statutory and non-statutory holidays set out at section 24.1;

“immediate family” means, in respect of an employee,

- a) the employee’s spouse or common-law partner,
- b) the employee’s mother and father and the spouse or common-law partner of the mother or father,
- c) the employee’s children and the children of the employee’s spouse or common-law partner,
- d) the employee’s grandchildren,
- e) the employee’s brothers and sisters, including biological siblings, adopted siblings, foster siblings and step-siblings,
- f) the grandfather and grandmother of the employee,
- g) the grandfather and grandmother of the employee’s spouse,
- h) the mother and father of the spouse or common-law partner of the employee and the spouse or common-law partner of the mother or father,

- i) the employee's sisters-in-law and brothers-in-law, and
- j) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides;

"independent contractor" means a person or company

- a) whose services SIB has retained under a contract for service,
- b) who is free to choose the means of performing the contract for service,
- c) who is not subordinate to Council or to any member of the SIB staff, and
- d) who has a chance of profiting from, but assumes the risk of loss under, the contract for services;

"letter of employment" means a letter, signed by the Director of Operations or their designate, which sets out the employee's title, start date, end date if relevant, salary, and length of probationary period;

"management" means and includes the Director of Operations and all Department Managers;

"part-time employee" means an employee who normally works less than 24 hours per week, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis;

"Skeetchestn" means the Skeetchestn Indian Band, a band as defined at section 2(1) of the *Indian Act*, R.S.C. 1985, c. I-5;

"permanent employee" means a SIB employee whose appointment is on an ongoing basis, without a pre-determined time limit.

"qualified medical practitioner" means a person who is entitled to practice medicine under the laws of the jurisdiction in which care or treatment of the employee or a member of the employee's immediate family is provided, and includes a member of a class of medical practitioners prescribed for the purposes of subsection 23.1(3) of the *Employment Insurance Act*, S.C. 1996, c. 23;

"staff" means all non-management SIB employees;

"supervisor" means

- a) for a staff member, that person's Department Manager;
- b) for the Department Managers, the Director of Operations; and
- c) for the Director of Operations, a quorum of Council;

"temporary employee" means an employee hired by SIB for a specific period of time, and **"term"** refers to the position held by a temporary employee, usually no more than 12 months;

"training course" means a conference, training course, training program, or other course or program relevant to an employee's position with SIB;

"vacation pay" means, in respect each year of employment, the amount of vacation pay to which an employee is entitled, as set out at section 25.1;

“transfer” a transfer occurs when a qualified SIB employee requests or is offered a transfer into a position within a pay grade according to their qualifications;

“wage grid analysis” means the listing of salary information that has been established for each employee’s position as set out in Appendix J;

“work product” means all research, information, data, documents, memoranda, and intellectual property prepared by an employee within the scope of his or her employment which belongs to the employer; and

“year of employment” means period of 12 consecutive months beginning on the date that employment began or any subsequent anniversary date thereafter;

- 2.2 Words in the singular include the plural, and words in the plural include the singular.
- 2.3 Where a word is defined, other parts of speech and grammatical forms of the same word have corresponding meanings.
- 2.4 A reference to an enactment is a reference to that enactment as it is amended or replaced from time to time, and includes all regulations made under that enactment.

3.0 Application

- 3.1 This Policy applies to all employees.
- 3.2 For greater clarity, this Policy does not apply to casual workers or to independent contractors.
- 3.3 Specific categories of employees may be specifically excluded from certain Parts of this Policy.

PART II ORGANIZATIONAL STRUCTURE

4.0 Organizational Chart and Approvals

- 4.1 The organizational structure of SIB is outlined in the Organizational Chart, which is attached as Appendix A, and which forms part of this Policy.
- 4.2 The organizational structure of SIB may be amended, modified, or changed from time to time the Director of Operations.

PART III RECRUITMENT PROCESS

5.0 Approval of New Positions

- 5.1 Before a new position can be posted,
- a) the relevant Department Manager must confirm that there is adequate funding in the budget for the position;
 - b) the relevant Department Manager must confirm that the written job description is accurate; and
 - c) the Director of Operations or their designate must approve of the position, the salary, the job description, and authorize the position to be posted.

6.0 Preferential Hiring

- 6.1 SIB provides equal employment opportunities to all, regardless of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, political belief, creed, disability that does not prohibit performance of essential job functions or that cannot be accommodated, or conviction for which a pardon has been granted.
- 6.2 Notwithstanding section 6.1, where two or more applicants have comparable or equivalent skills and qualifications, preference must be given, in the following order, to:
- a) persons with specific knowledge of and/or experience with Sketchestn language, culture, history and customs;
 - b) persons of Aboriginal, Métis or Inuit ancestry; and
 - c) all others.

7.0 Job Postings

- 7.1 Subject to sections 8.2 and 8.3, all permanent regular and part-time positions will be posted concurrently internally and externally for a minimum of five business days. Casual, temporary or emergency employees may be hired without a posted competition for a work period not to exceed 15 working days, after which time the job must be posted.
- 7.2 All job postings will
- a) be displayed on SIB bulletin boards and on the SIB Website for five business days;
 - b) may be advertised in appropriate media;
 - c) comply with this Policy;
 - d) include: required qualifications, job duties, date of posting, application deadlines, anticipated interview date(s), and any other relevant information as determined by the Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, including whether a criminal record check is required.

8.0 Screening of Candidates

8.1 After a job posting has closed, the applicants will be screened as follows:

- a) the Department Manager and/or Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, will screen each application to assess whether the applicant meets the minimum qualifications for the position; and
- b) the Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, will review all applications from qualified candidates, and will:
 - i. select the candidate(s) to be interviewed; or
 - ii. decide to repost if there are no qualified candidates.

8.2 The Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, may decide to fill a position without going through the normal posting and selection process set out at Part 3 if:

- a) there is a candidate in good standing who was previously laid off or terminated due to budget constraints and it is recommended by the Department Manager or Director of Operations, or their designate, that they be rehired;
- b) the position is three months duration or less;
- c) the position is a special assignment for employees within that department;
- d) the position is a training opportunity for employees to learn new skills for use within the department in which they are employed; and,
- e) professional advancement for current employees is considered. They will be given priority, assuming they meet the job and/or training requirements.

8.3 The Director of Operations may transfer an employee without going through the normal posting and selection process set out at Part 3.

9.0 Conflict of Interest

9.1 All employees must comply with the Avoiding and Mitigating Conflict of Interest Guidelines attached as Appendix D.

9.2 If the Director of Operations or their designate, or in the case of the Director of Operations, a Councillor, is in a conflict of interest,

- a) that Director of Operations or their designate, or Council member will declare the conflict of interest;
- b) a quorum of Council will appoint a replacement to sit in for the Director of Operations or their designate during that portion of the hiring process; and,
- c) in the case of hiring the Director of Operations, a quorum of Council will participate in the hiring process.

10.0 Interviews

10.1 The Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, will develop a set of job-related questions for each position, which assess the candidate's experience, skill, and training (the "Interview Questions"), and the interview panel will ask each candidate all of the Interview Questions.

- 10.3 The Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, may require the candidate to bring to the interview copies of all of the candidate's official school transcripts.
- 10.4 After interviewing all candidates for a position, the Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, will rank the candidates and will, subject to Article 11, hire the candidate he or she deem to be best for the position.

11.0 Conditions of Employment

- 11.1 Where relevant, the Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, may require candidates who have successfully passed the interview stage to meet additional conditions of employment, including, but not limited to, the conditions of employment set out in this article.
- 11.2 Where a position requires specific skills, the Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, may require all candidates who passed the interview stage to demonstrate their skills by completing an exercise involving a job-related work sample, the results of which will be confidential.
- 11.3 If a position has specific physical demands, or if a candidate's ability to meet the physical demands of the position is reasonably in question, then the Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, may require the candidate(s) to, at the candidate's expense, undergo a physical or medical evaluation, conducted by a qualified health professional.
- 11.4 A candidate will provide the Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, with a signed consent to a criminal record check from the Ministry of Public Safety and Solicitor General and/or the RCMP if:
- a) the candidate is applying for a position that involves interaction with children or minors;
 - b) the candidate is applying for a position that relates to SIB's finances or that involves the handling of money;
- 11.5 SIB, in its discretion, may require a candidate to undergo a RCMP and/or Ministry of Public Safety and Solicitor General criminal record check for any position.
- 11.6 Where relevant, the candidate will sign a release authorizing SIB to obtain and review
- a) the results of the candidate's physical or medical evaluation as required under section 11.3;
 - b) the candidate's criminal record;
 - c) the candidate's educational records; and
 - d) the candidate's driver's abstract.
- 11.7 The Department Manager or their designate, or Director of Operations, or in the case of the Director of Operations, a quorum of Council, will, as relevant

- a) review the candidate's criminal record;
 - b) verify all information related to the candidate's educational background;
 - c) verify all employment information supplied by the candidate;
 - d) contact the candidate's references (minimum of two work-related) and previous employers;
 - e) verify that the candidate has a valid BC driver's license; and
 - f) review the candidate's driver's abstract.
 - g) verify with SIB Finance Department and SIB Entities if the candidate owes any money and if so will require a repayment agreement to be prepared by Finance Department and signed by the candidate prior to his/her commencement. (see 12.7)
- 11.8 If a position requires membership in a professional organization that guides professional conduct, standards, and ethics, SIB will pay the cost of the membership.
- 11.9 If, at any time, SIB learns that an employee provided false, or deliberately inaccurate or misleading information during the job application process, SIB may take immediate disciplinary action, up to and including termination.

PART IV NEW EMPLOYEES

12.0 Letters of Employment and Orientation

- 12.1 SIB will give to all new employees, and to all current SIB employees appointed to new positions, a letter of employment signed by the Director of Operations or their designate, or, in the case of the Director of Operations, by a quorum of Council.
- 12.2 When an offer of employment is accepted, the Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, will
- a) provide the employee with a copy of the Personnel Policy;
 - b) inform the employee of the SIB benefits package; and
 - c) advise the employee about the specific terms and conditions of probationary employment, if relevant; and,
 - d) provide each Department Manager with a copy of the Financial Administration Law.
- 12.4 During the first week of employment, the Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, will complete the Orientation Checklist attached at Appendix (tbc)
- 12.5 The employee will review and sign the Personnel Policy and all relevant forms provided by the Director of Operations or Council as set out at paragraph 12.3 and 12.4.
- 12.6 An employee living in Band housing or social housing will also be required to authorize a payroll deduction for rent.
- 12.7 A candidate for a position who has unpaid debts owing to the Band or its related bodies must enter into a signed debt repayment agreement which authorizes a schedule of specific payroll deductions to discharge the debt.

- 12.8 An employee who has unpaid debts owing to the Band or its related bodies incurred prior to, or in the course of employment, must enter into a signed debt repayment agreement which authorizes a schedule of specific payroll deductions to discharge the debt.

13.0 Employee Personnel and Financial Records and Job Descriptions

- 13.1 The Director of Operations or their designate, or in the case of the Director of Operations, a quorum of Council, will create Employee Personnel Records for each employee, which can be accessed upon request to and in the presence of the Director of Operations or their designate who will keep and maintain a record of all persons accessing the files.
- 13.2 Subject to section 13.1, an employee may access their own Employee Personnel and Financial Records, a Department Manager may access the Employee Personnel Records of all employees of the respective Department, and the Director of Operations or their designate may access all Employee Personnel and Financial Records.
- 13.3 The Director of Operations or their designate will retain employee financial records necessary for processing of employee payroll and benefits in a locked filing cabinet.
- 13.4 The Director of Operations or their designate will ensure that
- a) all Employee Personnel Records remain in the Director of Operations or their designate's office at all times;
 - b) Employee Personnel Records remain locked at all times except when they are being accessed in accordance with section 13.1; and
 - c) no document relating to an employee's performance is placed in the employee's Employee Personnel Records unless the employee has been provided with a chance to review that document.
- 13.5 The Director of Operations or their designate has created, or will create, for all positions in the SIB administration, job descriptions that set out the
- a) name of the department and position within that department;
 - b) salary – wage guidelines;
 - c) nature and scope of work, including regular duties;
 - d) abilities, knowledge, educational background, training, licenses, certifications and skills required;
 - e) hours of work; and
 - f) reporting structure and Department Manager responsible for that position or department,
- and, from time to time, the job descriptions may be reviewed and revised by the Director of Operations or their designate.
- 13.6 The Director of Operations or their designate will provide copies of all job descriptions upon request.

13.7 SIB may use job descriptions

- a) in the hiring process;
- b) to determine job requirements;
- c) as part of the employee evaluation process; and
- d) for any other purposes as determined by the Director of Operations or their designate.

14.0 Probationary Period

14.1 All new staff, and existing SIB employees who are offered a new staff position, will be placed on a three-month probationary period.

14.2 All new management, and existing SIB employees who are offered a new management position, will be placed on a six-month probationary period.

14.3 Subject to section 14.5, upon an employee's completion of the probationary period,

- a) the employee's supervisor will evaluate the employee, using performance appraisal forms and review the performance appraisal with the employee;
- b) both the employee and their supervisor will sign the performance appraisal; and
- c) the employee's supervisor will provide the Director of Operations or their designate with a recommendation as to whether the employee's appointment should be continued or if the probationary period should be extended a further three months.

14.4 If the probationary period is extended by the Director of Operations or their designate, or in the case of the Director of Operations, by a quorum of Council, the employee's supervisor will inform the employee of areas where improvement is needed.

14.5 Notwithstanding section 14.3, SIB may terminate a probationary employee during the probationary period, without cause, as follows:

- a) for a new employee
 - i. within the first three months, without notice; and
 - ii. after three months of consecutive employment, with one weeks' notice or pay in lieu of notice and severance as required by the CLC.
- b) for a new manager
 - i. within the first six months, without notice; and
 - ii. after six months of consecutive employment, with one weeks' notice or pay in lieu of notice and severance as required by the CLC.

**PART V
EMPLOYEE EVALUATIONS**

15.0 Evaluations

- 15.1 The Director of Operations or their designate will ensure that each employee is evaluated by their supervisor each year on or before the end of March of each year instead of anniversary date.
- 15.2 Employee evaluations will be conducted using the performance review forms.

**PART VI
HOURS OF WORK AND ATTENDANCE**

16.0 Regular Hours of Operation

- 16.1 Regular Band office hours are Monday through Friday, from 8:00 am to 4:00 pm.
- 16.2 The regular work week is 32 or more hours per week. Employees working 32 hours or more a week are entitled to one paid 30-minute lunch break from 12:00pm to 12:30pm, and two fifteen-minute breaks: one before 12:00am and one after 1:00pm.
- 16.3 Hours of work scheduled before 8:00am or after 4:00pm may be set by Department Managers in accordance with job descriptions.

17.0 Flexible Work Arrangements

- 17.1 A modified work schedule which results in more than eight hours of work per day may be permitted as long as it complies with the requirements of the CLC and does not result in a requirement to pay overtime.
- 17.2 SIB allows employees to participate in job sharing arrangements with the approval of the Director of Operations or their designate.
- 17.3 A job share employee will be responsible for any additional costs incurred to maintain their existing level of coverage for health or disability benefits.

18.0 Meetings and Office Closures

- 18.1 If, due to extraordinary circumstances not including the Christmas break, Council decides to close the SIB offices or facilities, the Director of Operations will notify all Department Managers of the closure, and all employees will be paid for any work scheduled during the closure up to two working days.
- 18.2 From time to time, SIB may require the employees to attend meetings, which may be held before or after the regular hours of operation.

- 18.3 If SIB requires an employee to attend a mandatory meeting before or after regular hours of operation, then:
- a) the Department Manager or the Director of Operations will provide 24 hours' notice of the meeting;
 - b) the employee will be paid for this time; and
 - c) any employee who fails to attend the meeting will be subject to disciplinary action.
- 18.4 Employees wishing to attend work-related meetings off reserve during regular business hours will submit a written request to the Department Manager or the Director of Operations or their designate prior to the meeting and must not attend the meeting without permission, using a signed out of office permission form.

19.0 Employee Attendance and Time Clock

- 19.1 All employees will
- a) punch in at the time clock in person within five minutes of the start of their shift;
 - b) be at their workstations and ready to work at the beginning of their assigned daily work hours;
 - c) remain at work until the end of their assigned work hours;
 - d) punch out at the time clock in person within five minutes of the end of their shift;
 - e) notify their supervisor if they are leaving their workstation;
 - f) punch out and in at the time clock in person if they take approved leave during their shift; and,
 - g) contact their supervisor or the Band receptionist prior to 8:15AM if they are unable to report for work at the required time.
- 19.2 Punch cards must stay in the card holder and only a supervisor may review other employee time cards. Reviewing or removing another person's time card without authorization is subject to disciplinary action, up to and including dismissal.
- 19.3 Employees are not compensated for punching in earlier than the start of their shift, nor for punching out later than the end of their shift, unless pre-approved by their supervisor. Overtime request forms are also to be completed and approved by their supervisor.
- 19.4 If employees are more than twenty minutes short in their scheduled work hours due to tardiness when the time clock results are tabulated every two weeks, their supervisor will review this result and compare it to the employee's overall pattern of attendance. Employee pay may be docked in accordance with the time missed and employees who demonstrate a pattern of tardiness will be subject to disciplinary action up to and including termination.
- 19.5 All time clock malfunctions must be reported to a supervisor immediately.
- 19.6 If an employee is absent from work for three consecutive days, without notifying the employee's supervisor, then SIB will consider this to be a voluntary abandonment, and grounds for immediate termination.

20.0 Overtime

- 20.1 Overtime is time worked in excess of forty hours per calendar week or eight hours per day unless a modified work week has been approved in compliance with the CLC.
- 20.2 This section does not apply to management who are not eligible for overtime but who may take time off in lieu at a time agreed to by the Director of Operations or their designate.
- 20.3 SIB expects that staff will be able to complete their duties within their scheduled shifts.
- 20.4 If, in exceptional circumstances, a staff member feels that they need to work overtime to complete their duties, then they will seek the prior written approval of their supervisor, no later than four hours before working overtime hours.
- 20.5 If a staff member works overtime hours without the prior written approval of their supervisor, then SIB will consider this to be volunteer work unless it occurs during an emergency event specific to this department's responsibility and must be approved the next working day by their supervisor.
- 20.6 If a staff member works overtime, with the prior written approval of the supervisor or at the request of their supervisor, SIB will pay the staff member for the overtime at a rate of one and one-half times the staff member's regular rate of wages.

PART VII SALARIES, WAGES AND BENEFITS

21.0 Determination of Wages and Raises

- 21.1 On an annual basis, Department Managers will meet with the Director of Operations or their designate to review employee wages or salaries and, to the extent possible, will ensure that they match the relevant standard wages or salaries based on the AFOA BC Wage Survey.
- 21.2 It is SIB's practice, as budgetary conditions permit, to award salary increases to deserving employees; however, although every employee is eligible for consideration for a raise, raises are not automatic and must be supported by a budget and performance appraisal review.
- 21.3 At the completion of the probationary evaluation or annual evaluation, the employee's supervisor may recommend, in writing, to the Director of Operations or their designate that an employee's salary or hourly wages be increased, based on some or all of the following factors:
- a) successful completion of the probationary period, additional training or other predetermined factor;
 - b) relative performance compared to employees in the same or similar positions;
 - c) the employee's contributions to SIB;
 - d) the employee's skills;
 - e) job reclassification; and
 - f) improvements in the employee's job performance.

21.4 Before a wage increase is implemented

- a) the Director of Operations or their designate will ensure that the increase meets budgetary constraints;
- b) the increase is approved by the Director of Operations; and
- c) the Director of Operations or their designate will ensure that written notification of the raise is recorded in the Employee Records.

22.0 Benefits

22.1 After the completion of the probationary period, each employee who works a minimum of 24 hours per week is entitled to enroll in the SIB administration's pension and benefit package.

22.2 All eligible employees (permanent full-time and part-time 24 hours minimum) who have completed their probationary period must enroll in the following SIB health insurance programs:

- a) group life insurance;
- b) accidental death and dismemberment;
- c) dependent life (if applicable);
- d) short term disability;
- e) long term disability.

22.3 All eligible employees (permanent full-time and part-time 24 hours minimum) who have completed their probationary period must enroll in the following SIB health insurance programs unless the employee requests otherwise and provides SIB with proof of coverage through another insurance:

- a) extended health care;
- b) vision care; and,
- c) dental.

23.0 Payroll Deductions

23.1 SIB will make all mandatory deductions from each employee's gross wages, including federal income tax, CPP, EI, and any other applicable taxes.

23.2 If an employee's circumstances change in a way that will impact their income taxes, then the employee will fill out new federal and provincial Personal Tax Credits Return TD1 forms, and provide those forms to the finance department.

23.3 An employee may authorize SIB to take optional deductions from the employee's wages, including the employee portion of the group health insurance premiums, contributions to a bank account, contributions to a personal pension plan and a debt repayment plan for a debt owed to the Band.

- 23.4 On or before February 28th of each year, SIB will provide every employee with a T4 form for the preceding year.
- 23.5 If an employee believes that the deductions from the employee's wages are incorrect, or that there are errors on the T4 form, then the employee will notify the finance department.

**PART VIII
HOLIDAYS, VACATIONS, AND LEAVE**

24.0 Statutory and Non-Statutory Holidays

24.1 SIB observes the following general holidays:

- a) New Year's Day;
- b) Family Day
- c) Good Friday;
- d) Easter Monday;
- e) Victoria Day;
- f) National Aboriginal Day;
- g) Canada Day;
- h) BC Day;
- i) Labour Day;
- j) Thanksgiving Day;
- k) Remembrance Day;
- l) Christmas Day; and
- m) Boxing Day.

by closing the administration office; or, when the general holiday falls on a day when the office is normally closed, by closing the administration office on an alternate day.

- 24.2 In addition to the general holidays, the SIB administration office is closed for the period between Christmas day and New Year's Day. The office may be closed at the discretion of a quorum of Council for a longer period of time.
- 24.3 If an employee is required to work on a general holiday, then SIB will pay the employee as follows
- a) for a staff member, at
 - i. 1.5 times the staff member's normal rate of wages calculated in accordance with the CLC if the holiday occurs within the first 30 days of employment; and
 - ii. in all other circumstances, 2.5 times the staff member's normal rate of wages calculated in accordance with the CLC; and
 - b) for management, at the normal rate of wages, and the manager will be entitled to take an alternate day off with pay.

- 24.4 An employee who is not required to work on a general holiday is entitled to
- a) the employee's normal rate of pay, provided that the employee has been employed by SIB for at least 15 of the 30 days immediately preceding the general holiday; or
 - b) if the employee cannot meet the condition set out at paragraph 24.4(a), to pay equivalent to 1/20th of the wages the employee earned during the 30 days immediately preceding the general holiday.

25.0 Vacations

- 25.1 Each employee is entitled to vacation with vacation pay, as follows, calculated from their employment start date:
- a) ten vacation days for the first, second and third year of employment (accrual rate of 4.0%);
 - b) fifteen vacation days, for each of the fourth to seventh year of employment (accrual rate of 6.0%); and,
 - c) twenty vacation days for the eighth year of employment and every year of employment thereafter (accrual rate of 8.0%).
- 25.3 At least three months before the desired start date, or less if approved by their supervisor, an employee will complete and submit a vacation request form to the supervisor, and the supervisor will notify the employee if the vacation request has been approved.
- 25.4 Vacation time may not be carried over into the next employment fiscal year.
- 25.5 In order to arrange for an employee to be on line with the Band's employment year, all employees working less than one-year effective March 31 will have their vacation time calculated to that date. Employees will be awarded their earned vacation at that time, as opposed to having to wait an entire year before entitlement. In other words, they are entitled to vacation earned from their commencement of employment date up to and including March 31. From April 1 on, they will begin to accumulate annual vacation. When the following March 31 arrives, the employee will have earned their respective annual vacation.
- 25.6 Temporary employees with contracts of employment of less than twelve months will receive their vacation pay on each pay cheque unless the employee requests in writing to have their vacation pay paid at an alternate time.

26.0 Sick Leave

- 26.1 After three months of continuous employment, employees are entitled to accumulate paid sick leave as follows:

- a) forty hour work week employees are entitled to accumulate paid sick leave after three months of employment at the rate of 5.23hrs bi-weekly on a pro-rated to a maximum of 17 days per year of employment; and,
 - b) less than forty hour work week employees, part-time or temporary employees are entitled to accumulate sick leave on a pro-rated basis, based on the number of hours they work.
- 26.2 Sick leave may not be carried over to the next fiscal year of employment.
- 26.3 An employee may only take sick leave if they have informed their supervisor or the Band Receptionist prior to 8:15 am of each working day when they are unable to report for work due to illness unless prior arrangements have been made with their supervisor. If an employee does not advise their supervisor or the Band Receptionist prior to 8:15 am, the employee will not be entitled to pay for days absent.
- 26.4 An employee may only take accrued sick leave for one of the following purposes
- a) employee's illness or injury,
 - b) medical, paramedical or dental appointments; and,
 - c) family leave (see 29.0).
- 26.6 If an employee has missed at least three consecutive days of work due to illness or injury, then, within five days of returning to work, the employee must provide a certificate from a qualified medical practitioner stating that the employee was incapable of working due to illness or injury of the employee or a member of the employee's immediate family.
- 26.7 After three months of continuous employment, an employee who does not have sufficient accrued paid sick pay leave may take up to 12 weeks of unpaid leave of absence due to illness or injury.
- 26.8 In exceptional circumstances, the Director of Operations or their designate may grant an extension to an unpaid leave of absence due to illness or injury to a maximum total period of absence of 24 months.
- 26.9 If an employee has been absent from work due to serious illness, injury, or surgery,
- a) SIB may, for the protection of both the employee and SIB, require the employee to provide a certificate from a qualified medical practitioner stating whether the employee is capable of returning to the employee's normal duties or assignments; and
 - b) if the employee is not capable of returning to the employee's previous position, SIB may assign the employee to a different position.
- 26.10 An employee returning from an unpaid leave of absence due to illness or injury will provide the Department Manager a minimum two weeks' notice and a medical certificate indicating that he/she is ready to return to work.

27.0 Bereavement Leave and Funeral Leave

- 27.1 An employee with three consecutive months of employment, upon the death of a member of the employee's immediate family, is entitled to three days paid bereavement leave.
- 27.2 An employee without three months of consecutive employment, upon the death of a member of the employee's immediate family, is entitled to three days' unpaid bereavement leave.
 - 27.2.1 If the SIB band office is closed due to the funeral of an On-Reserve band member, employees will be entitled to be paid for one day.
 - 27.2.2 An employee is entitled to one paid bereavement leave per year to attend the funeral of someone outside the employee's immediate family.

28.0 Compassionate Care Leave

- 28.1 All employees are entitled to take between one and twenty-eight weeks of unpaid compassionate care leave in order to provide care or support to an immediate family member suffering from a serious medical condition with a significant risk of death, in accordance with section 206.3 of the CLC. The Code provides job security only. There is no provision for paid leave of absence. Some employees, however, may be entitled to benefits under the [Employment Insurance Act](#).
 - 28.1.1 The employee must obtain a medical certificate from a qualified medical practitioner, stating that the family member has a serious medical condition and as a result, there was a significant risk of death within 26 weeks. The leave ends on the last day of the week in which either the family member dies or the completion of the 28 weeks of leave. If the employee wishes to extend the length of the leave, another written notice must be provided to the employer as soon as the employee is able. If requested by the employer in writing, the employee must provide a copy of the medical certificate within 15 days of the employee's return to work. A new medical certificate is not required if the family member remains gravely ill after 26 weeks.
- 28.2 During the leave period, the employee may terminate all coverage, continue all coverage, or continue all coverage except for disability benefits. SIB must be informed of the employee's choice before the beginning of the leave. If the employee decides to continue coverage during the leave, the benefits must be continued for the entire duration of the leave, so long as premiums continue to be remitted. SIB must be notified of the scheduled return to work date before the beginning of the leave to inform the Group Services provider. If the employee decides to continue coverage during the leave the employee must be paying their share of the cost that normally would have been paid, in which case SIB will continue to pay their share of the cost. The employee must sign a payment agreement with the Band Finance Department prior to leave and payment must be received the first day of each month. Should the payment not be made on time, SIB reserves the right to terminate all coverage and advise the employee on leave.
- 28.3 Upon return from the compassionate leave the employee will be reinstated in her or his former position or be given a comparable position with the same wages and benefits as per the CLC.

29.0 Family Leave

- 29.1 All employees are entitled to up to five days of unpaid family leave per year, which leave may be used, upon the prior approval of their supervisor, to care for a member of their immediate family.
- 29.2 If an employee has accrued sick leave, they may use up to five days of accrued sick leave for family leave purposes, provided they received prior approval of their supervisor, as department requirements may be taken into consideration.

30.0 Maternity and Parental Leave

- 30.1 Every employee who has
- a) completed six consecutive months of continuous employment;
 - b) provided SIB with a certificate from a qualified medical practitioner certifying that she is pregnant; and
 - c) provided her supervisor with at least four weeks' prior written notice, except in exceptional circumstances

is entitled to up to 17 weeks of unpaid maternity leave, which leave may be taken at any time up to 11 weeks before her due date.

- 30.2 Every employee who has
- a) completed six consecutive months of continuous employment; and
 - b) provided their supervisor with at least four weeks' prior written notice, except in exceptional circumstances

is entitled to up to 37 weeks of unpaid parental leave to care for a newborn child of the employee or a child who is in the care of the employee for the purpose of adoption,

- c) provided that two employees may only take a combined total of 37 weeks of parental leave in respect of the same birth or adoption.
- 30.3 Every employee must provide their supervisor with at least three weeks' prior written notice of their intention to return to work from maternity or parental leave.
- 30.4 Every employee must provide their supervisor with at least four weeks' prior written notice if they do not intend to return to work after maternity or parental leave.
- 30.5 When an employee returns from maternity or parental leave, the employee will be returned to his or her former position or a comparable position in the same department, at a comparable salary.

30.6 During a maternity or parental leave an employee may terminate all coverage, continue all coverage, or continue all coverage except for disability benefits. SIB must be informed of the employee's choice before the beginning of the leave. If the employee decides to continue coverage during the leave, the benefits must be continued for the entire duration of the leave, so long as premiums continue to be remitted. SIB must be notified of the scheduled return to work date before the beginning of the leave to inform the Group Services provider. If the employee decides to continue coverage during the leave the employee must by paying their share of the cost that normally would have been paid, in which case SIB will continue to pay their share of the cost. The employee must sign a payment agreement with the Band Finance Department prior to the leave and payment must be received the first day of each month. Should the payment not be made on time, SIB reserves the right to terminate all coverage and advise the employee on leave.

31.0 Employee Leave of Absence / Temporary Layoff / Other type of leave

31.1 Leave of Absence

A leave of absence may be granted to an employee for reasons of health, training or special project and education related to her/his position. A leave of absence normally shall not exceed one year and must be approved by the Director of Operations or in the case of the Director of Operations requesting the leave, must be approved by Council, at which time the conditions of the leave will be determined. No situation shall guarantee a leave of absence. During a leave of absence, an employee may remain insured for all benefits with the exception of the disability benefits, so long as premiums continue to be remitted. The employee will be responsible to pay the premiums entirely and enter a payment agreement with the Band Finance Department prior to the leave. Payment must be received the first day of each month. Should the payment not be made on time, SIB reserves the right to terminate all coverage and advise the employee on leave.

31.2 Temporary Layoff

During a temporary layoff, an employee may remain insured for all benefits with the exception of the disability benefits, so long as premiums continue to be remitted. If the employee decides to continue coverage during the leave, the benefits must be continued for the entire duration of the leave, so long as premiums continue to be remitted. SIB must be notified of the scheduled return to work date before the beginning of the leave to inform the Group Services provider. If the employee decides to continue coverage during the leave the employee must by paying their share of the cost that normally would have been paid, in which case SIB will continue to pay their share of the cost. The employee must sign a payment agreement with the Band Finance Department prior to the leave and payment must be received the first day of each month. Should the payment not be made on time, SIB reserves the right to terminate all coverage and advise the employee on leave.

31.3 Long Term Disability Leave

As soon as an employee is aware their leave will extend into the LTD period he/she should apply for LTD or 30 days (1 month) prior the 17 weeks elimination period. During an approved LTD and waiver of premium SIB will not be billed for the employees LTD, Group life, Dependent life or AD&D premiums. The employee may terminate or continue their extended health and dental coverage. If he/she decides to continue the employee is responsible for the full premium amount for the extended health and dental coverage.

31.4 Reinstate employee's benefits coverage

Should an employee choose to terminate their benefits coverage during a leave, the service provider may be reinstated coverage upon return provided the employee returns to work within 12 months of the termination date and we be notified in writing within 31 days of their return to work date. Coverage is effective on the return to work date, not the date of notification. Reinstated employees will be enrolled with all eligible dependents, beneficiaries, benefits, salary information, and coverage levels held immediately prior to termination of coverage.

31.5 If an employee

- a) is required, by court order or subpoena, to appear in court as a witness or to serve as a member of a jury; and
- b) provides their supervisor with written request for time off, and includes a copy of the court order or subpoena then the employee is entitled to unpaid court leave.

31.6 SIB encourages its employees to vote in all elections, and will close its offices by 4:00pm on all election days.

**PART IX
TRAVEL POLICY**

32.0 Procedure

32.1 Prior to travel, employees will submit a request using the Travel Request Form (Appendix E) and the Travel Expense Requisition Form to their manager stating the purpose, dates, and estimated costs for the proposed travel. The manager will review and sign both forms to ensure the proposed travel is in support of official Skeetchestn business and that there is sufficient budget available.

The Travel Request Form and the Travel Expense Requisition Form SHOULD be submitted a minimum of TWO weeks prior to the activity to allow for travel payables to be processed. In the case of late submissions, the employee or councillor may need to pay for their own expenses and get reimbursed upon return provided all receipts are attached to the claim.

Employees and Council will complete and sign the Travel Request Form and clearly demonstrate and document that all amounts they are claiming for reimbursement are directly related to authorize activities performed on behalf of Skeetchestn.

The signed Travel Request Form and the activity documentation will be submitted to the Band Receptionist who will complete and/or review the Travel Expenses Requisition form.

For each type of travel, the lowest price alternative will be purchased; taking into account the cost of the employee's wages. The standard class of air travel will be economy. The standard car rental will be mid-size. Gas purchases and full vehicle insurance will be reimbursed for rental cars.

32.2 Travel Time

- a. Travel time is the time spent by an employee who, while acting on instructions from the employer, is providing a service to the employer when traveling to or from a job site that is not the primary place of work of the employee.
- b. Employees are not entitled to wages or travel expenses for commuting to and from their primary place of work. When an employee reports to a different place at the beginning of the shift or work schedule, the employee is not paid travel time, except if the place is far away from the normal workplace or their residence. For example, if an employee resides in Kamloops and reports for work-related meetings or activities within a 65-kilometre radius from Kamloops, they will not be entitled to wages for travel time or for travel expenses.
- c. Travel during the work day (regular working hours), using a personal vehicle from the Band office to and from an activity venue will qualify for mileage expense according to the rates set out on the Travel Expense Requisition form or the Band set mileage chart. Travel Time eligible during the work day and outside regular working hours will be calculated using the Travel in BC distance calculator at <http://www.travelinbc.com/Mileage.cfm.e>. if the distance is not already set by the Band Office.
- d. An employee is deemed to be on official travel status for an approved trip from the time an employee departs their residence or office until he or she reaches their destination using the most direct/economical route. Return travel will be calculated in the same manner. Employees may only calculate mileage from the closer of their residence or primary place of work unless they are required to report for work prior to departure in which case travel time and mileage will be calculated using work as a departure point.

32.3 Use of own vehicle

- a. If a Band vehicle is available for the duration of the trip, this option should be the first choice.
- b. Private vehicle mileage will be reimbursed at a rate per kilometer according to the rates set out on the Travel Expense Requisition form. This is the full compensation for all expenses related to the use of a private vehicle while on approved travel status. The Band will follow the Treasury Board of Canada Secretariat Travel Rates.
- c. Employees and Council members using a private vehicle for official travel must have the minimum insurance coverage legally required by British Columbia for business travel (\$2Million).
- d. Employees and Council members are responsible for any tickets, claims, accidents or damage to a private vehicle.

- e. Employees using their vehicle for travel will start and finish their journey during regular working hours unless they obtain approval from their supervisor to travel outside of these hours.
- f. Where possible, employees are requested to carpool for authorized travel.
- g. Mileage will be calculated by the Skeetchestn Indian Band for all approved travel using a set mileage chart.

32.4 Taxis

- a. The use of taxis should be confined to short trips in situations where it is not suitable or reasonable to use local public or hotel/airport shuttle transportation.
- b. Taxi expenses are justified where group travel by taxi is more economical than the total cost, had individuals travelled separately.
- c. When employees or Council members fly into cities with major airports, a taxi allowance of \$50.00 will be provided.
- d. If two or more employees or Council members fly into a city together, they are expected to share a taxi to the downtown area if it is more economical than a shuttle.
- e. Receipts must be submitted for all taxi rides taken and the travel claim must indicate the points of departure and destination as well as the nature of the trip and dated.
- f. Any unused portion of the \$50.00 taxi allowance must be returned to the band.

32.5 Accommodation

- a. The Skeetchestn Indian Band will book all hotels for Employees and Council members' approved travel.
- b. The lowest-priced hotel option will be selected unless Skeetchestn has a negotiated rate in place with a particular hotel. The standard for accommodation is a single room, in a safe environment, conveniently located and comfortably equipped.
- c. Where spouses accompany employees or Council members on trips, only the single rate will be covered.
- d. Pet fees are not reimbursable.
- e. Accommodation at a hotel/motel will be paid at actual cost, receipts must be submitted to the Finance Department or the cost will be recovered from wages or honoraria.
- f. Private accommodation will be reimbursed at a flat rate per night, according to the rate set out on the travel expense requisition form.

32.6 **Meal allowance**

- a. A maximum per diem and incidental amount per day will be reimbursed in accordance with the most current Travel Requisition Form for each day on approved travel status on behalf of Skeetchestn to cover meal expenses.
- b. If a meal is provided as official hospitality from another individual/ organization in the course of their duties on approved travel status, a meal allowance will not be claimed by the individual on travel status.
- c. If an employee or council has special dietary needs it is the employee or council's responsibility to inform the individual/organization providing the meal in advance.
- d. When special dietary needs cannot be accommodated by the hosts or other third party, meals can be claimed. Proof of special dietary needs must be provided as well as proof of the request for accommodation of special dietary needs.
- e. Meals will only be reimbursed during approved travel status.
 - a. Breakfast is reimbursable if the employee is on travel status prior to 7am or away overnight.
 - b. Lunch is reimbursable if the employee is on travel status between 12:00pm and 1:30pm.
 - c. Dinner is reimbursable if the employee is on travel status after 6:00pm.
- f. Receipts are not required for meals when per diems are claimed.

32.7 **Incidentals**

- a. Incidentals can only be claimed for each full day or each full night away on travel status. Part days on travel status will not be eligible for incidentals.
- b. A maximum per diem and incidental amount per day will be reimbursed in accordance with the most current Travel Requisition Form.
- c. The purpose of the daily 'incidentals' amount is to cover general expenses during official travel. This amount covers items such as: personal phone calls, tips and other minor personal expenses incurred while on travel status.

32.8 **Expenses reimbursed by third parties**

- a. Expenses for approved travel that will be reimbursed by hosts or other third party funding arrangements must be declared in advance.
- b. Such expenses may only be reimbursed in accordance with the travel expense policies of the third party and only to the lesser of the maximum of the amount received by Skeetchestn by

the third party or the amount permitted by under the Skeetchestn Travel Expense Requisition form.

- c. In rare cases, when travel expenses are reimbursable by a third party directly to the employee, the employee who has received a travel advance from the Band must reimburse the travel advance to the Band as soon as the funding agency provides the travel funds.

32.9 Expenses reimbursed by third parties

- a. Other travel and business related expenses that are directly attributable to travelling or business on Skeetchestn behalf may be reimbursed, including internet access required for business, business long-distance phone calls, parking, airport taxes, tolls, taxi fares, and public transit fares.
- b. Any other travel or business related expense will only be reimbursed with the approval of the Director of Operations (for the Director of Operations, approval by the Council).

Expense claim form

Travel expenses will only be reimbursed if the employee has completed the Travel Request Form and the Travel Expense Requisition Form. Original receipts are required for all expenses except mileage and meals, although the latter must be itemized on the Expense Claim Form. Receipts **MUST** be submitted to the Finance Department **WITHIN 5** working days of the travel claim, upon return.

All travel must be approved by an employee's Manager/Director of Operations (for the Director of Operations, approval by the Council). All travel claims will be settled within 30 working days of travel completion. In the case of travel advance expenses that are not properly documented or no receipts are submitted the individual who receives the advance will be charged for travel costs incurred.

In the event of a trip cancellation, **ALL** funds are to be returned **IMMEDIATELY** to the Finance Department. In the case of travel advances cashed, the outstanding amount will be deducted from the individual's wages or honoraria.

In the event of a "reservation **NO SHOW**", the employee or council will be responsible for the cost incurred for the reservation. If an employee or councillor modifies a planned itinerary from which incurs additional fees, the employee or councillor will be responsible for all extra cost.

Other

Travel Expenses for distances within a 65-kilometre radius (including Kamloops) will be acknowledged in the following manner:

- a. No travel monies will be paid to any employee receiving a bi-weekly or monthly travel allowance or driving a Band vehicle;

- b. Employees not receiving a monthly travel allowance will be paid a flat rate according to the rate set out on the travel expense requisition form for travel to Kamloops, Cache-Creek and area.
- c. A monthly travel allowance for local Band business and trips to destinations within a 65 -kilometre radius (including Kamloops) may be provided to Chief and Council and employees as set out by Motion of Council from time to time. In establishing rates for monthly travel allowance, the amount of Band business (how many days per month) and the distance (Kamloops vs. Cache Creek, for example) will be taken into consideration.

PART X TRAINING COURSES

33.0 Purpose and Procedures

- 33.1 SIB recognizes that good training allows its employees to perform their jobs more efficiently and effectively, and is therefore committed to creating an environment in which its employees can achieve their potential by supporting educational and skills-development opportunities for its employees.
- 33.2 If an employee wishes to attend a job-related training course the employee,
 - a) must submit a request to the employee's supervisor at least two weeks prior to the start of the training course; and
 - b) The Department Manager may, in his or her discretion, approve the request if
 - i. the training is less than two weeks' duration;
 - ii. funding is available for the training course, taking into account the total cost of travel expense, cost of replacement workers, and the degree to which these costs can be covered by third parties;
 - iii. the training course will benefit both the employee and SIB; and
 - iv. the employee's attendance at the training course will not cause undue hardship to the employee's department.
- 33.3 If the job-related training course the employee wishes to attend exceeds two weeks duration,

- a) the approval of the Director of Operations is required; and
- b) the employee may be required to enter into an agreement to return to work following the completion of the course and to work for SIB for a period of one year.

33.4 If funding for a job-related training course is provided by SIB and the employee is paid while attending the course, SIB will need to recover part or all of the cost of the course from the employee if:

- a) the employee fails the course or fails to complete the course; or
- b) the employee agreed to work for SIB for one year following the training course and chooses to leave SIB employment before the year is up; and
- c) the employee is terminated for just cause.

An invoice will be drafted by the Finance Department and addressed to the employee for reimbursement of the training course.

33.5 If SIB wishes an employee to attend a job-related training course, then the employee's supervisor will meet with the employee to review the proposed job-training course and discuss whether the training course would be of benefit to the employee and to SIB.

33.6 Time spent traveling to and from, and attending, an approved job-related training program during normal working hours is paid at the employee's regular rate of pay. (See 32.0 Travel Policy)

33.7 The Director of Operations or their designate will not approve overtime pay for time spent traveling to and from, and attending, an approved job-related training program outside of normal working hours. If the employee wishes to attend a program that will result in overtime, the employee may enter a written agreement with the Director of Operations or their designate to take time off in lieu.

33.8 Notwithstanding section 32.7, if a job-related training course is a condition of employment, then the employee will successfully complete the training within the timeframe set by their supervisor and provide confirmation of successful completion of the training course.

33.9 An employee who receives training will report back to their supervisor on the outcome of the program.

PART X DISCIPLINARY MEASURES

33.0 Progressive Discipline

- 33.1 Each employee is required to know and understand the terms and conditions of the Personnel Policy, and any other SIB policies, practices or procedures that relate to the employee's position, as failure to adhere to these policies, practices or procedure may result in disciplinary action.
- 33.2 SIB uses the following system of progressive and corrective discipline, and each disciplinary measure taken against an employee will be documented in the Employee Records:
- a) level one: in a private meeting, the supervisor will give the employee a verbal warning as to the cause for the warning and the consequences for failing to follow the warning;
 - b) level two: in a private meeting, the supervisor will give the employee a written warning that sets out the cause for the warning and the consequences for failing to follow the warning;
 - c) level three: if the Director of Operations, or in the case of the Director of Operations, a quorum of Council, so recommends after meeting privately with the employee and giving the employee a chance to defend their case, the Director of Operations or in the case of the Director of Operations, a quorum of Council, may suspend the employee without pay for a period of up to five days or decide to terminate the employee without considering level four;
 - d) level four: if the Director of Operations, or in the case of the Director of Operations, a quorum of Council, so recommends after meeting privately with the employee and giving the employee a chance to defend their case, the Director of Operations or in the case of the Director of Operations, a quorum of Council, may terminate the employee,

and although in general, SIB will apply each level of discipline in successive order, the level of discipline that is applied in a situation will be determined by several factors, including

- a) the severity of the incident;
 - b) the employee's length of service; and
 - c) the employee's work record and disciplinary history.
- 33.3 In exceptional cases, before initiating disciplinary procedures, the Director of Operations, or in the case of the Director of Operations, a quorum of Council, may temporarily suspend an employee with pay pending investigation of the allegations against the employee.

34.0 Grounds for Disciplinary Action or Termination

- 34.1 Grounds for disciplinary action or termination for just cause may include, but are not limited to:
- a) punching in or out of the time clock for another employee, or requesting that another employee punch in or out of the time clock for you, except where authorized by a Department Manager or the Director of Operations or their designate;
 - b) expiry of an employee's contract;
 - c) elimination of position due to lack of work or budgetary constraints;
 - d) technological changes which could result in displacement or reduction of personnel;
 - e) non-performance or inadequate performance of duties;
 - f) purporting to represent SIB or Council without authorization;
 - g) frequent unexcused absences or tardiness;

- h) receiving two or more written warnings for the same action;
- i) insubordination;
- j) excessive or unexcused absenteeism or tardiness;
- k) falsifying records or time sheets;
- l) theft;
- m) gross misconduct;
- n) negligence;
- o) being at the workplace while under the influence of alcohol or illegal substances;
- p) threats or violence against employees, clients, SIB members or Council;
- q) convicted of a criminal offence;
- r) breach of confidentiality;
- s) breach of SIB laws, bylaws or policies, including the Personnel Policy; or
- t) breach of the Conflict of Interest Guidelines.

34.1.1 DRUG & ALCOHOL USE

The Skeetchestn Indian Band Administration has ZERO TOLERANCE for use of drugs and alcohol while at work, on the job, in any situation. The Band will not allow the safety of any employee be jeopardized for any reason, at any time. The ability to make sound decisions and to operate machinery under the influence of drugs and alcohol is severely impaired and may result in other employees being put at risk. Drinking and driving and/or using drugs while operating a band vehicle will result in immediate dismissal, without the option of returning to employment with the band.

Employees who acknowledge a personal problem with drugs and alcohol will be offered assistance by the Band. Their job or a comparable job will be available for a three month period should he/she complete a recognized treatment and/or counseling program. Leave will be without pay, but the employee is free to seek application under the employee benefits plan or through Employment Insurance. This policy is not available to employees dismissed for driving a band vehicle or operating equipment while impaired.

PART XI TERMINATION OF EMPLOYMENT

36.0 Notice of Termination

36.1 If SIB lays off an employee, or terminates an employee without cause, then SIB will provide the employee with notice and, if applicable, severance pay, in accordance with the relevant provisions of the CLC.

36.2 SIB will not provide notice or severance pay if an employee is:

dismissed for cause; or quits.

36.3 Employees resigning their positions will provide written notice to the Department Manager as follows:

- a) staff members will provide a minimum of two weeks' notice; and
- b) managers will provide a minimum of four weeks' written notice.

Should an employee resign their position verbally, the Department Manager will consider their position terminated effective the start of the next business day.

37.0 Return of SIB Property

37.1 At the time of layoff, termination or resignation, the employee will return to SIB all SIB property issued to that employee during the course of employment, including but not limited to computers, written work product including intellectual property, cell phones, tools, keys, and ID cards.

37.2 If the employee had sole access to SIB property during the course of their employment, and that property was damaged or is missing, then SIB may request the employee to give written authorization allowing SIB to deduct the cost of the damaged or missing SIB property from the employee's final pay cheque.

38.0 Final Pay Cheque and Exit Interview

38.1 SIB will provide the employee with their final pay cheque on their regular payday, and will pay any other amounts to which the employee is entitled within 30 days from the date of layoff, termination or resignation.

38.2 At the time of layoff, termination or resignation, the Department Manager, or in the case of the Director of Operations, a quorum of Council, may ask the employee to participate in an exit interview, but the employee's participation in an exit interview is not mandatory.

39.0 Retirement

39.1 If an employee wishes to continue working after reaching 65 years of age, at the discretion of the Director of Operations, or in the case of the Director of Operations, a quorum of Council, SIB may require the employee to, as a condition of employment, undergo periodic medical examinations to determine whether the employee is physically able to continue to carry out their duties.

PART XII DISPUTE RESOLUTION

40.0 Purpose and Process

- 40.1 Although it is SIB policy that its employees are, at all times, to be treated fairly and equitably, SIB recognizes that situations may arise where an employee is unhappy with the way they have been treated, and has developed the dispute resolution process set out at Part XII for these situations.
- 40.2 SIB encourages its employees to try to resolve disputes using the following process:
- a) first, the complainant discusses the dispute with the complainer, and they try to resolve the dispute together;
 - b) if the dispute is still unresolved, the complainant advises,
 - i. the complainant's supervisor, or,
 - ii. if the complainer is a Department Manager the Director of Operations,about the dispute, and, within five working days of learning of the dispute, the supervisor meets with the complainant and the complainer, without any other individual not involved in the dispute, to help them to resolve the dispute;
 - c) if the dispute is still unresolved, the complainant provides the supervisor with a written request to make a decision about the dispute and provide the complainant with the decision in writing within five working days;
 - d) if the complainant is unhappy with the supervisor's decision, and the supervisor is a Department Manager, the complainant appeals the decision to the Director of Operations.
- 40.3 Complaints against employees from SIB members must be made in writing, signed by the complainant, and given to the Director of Operations, or in the case of the Director of Operations, to Council.
- 40.4 The employee, without any other individual not involved in the issue, is entitled to be present at meetings where a complaint against them is discussed.

PART XIII GENERAL POLICIES AND PROCEDURES

41.0 Representing SIB

- 41.1 Employees will not give interviews to any media without the prior approval of the Director of Operations.
- 41.2 Employees will not purport to represent SIB, or sign documents on behalf of SIB, without prior authorization from their supervisor or the Director of Operations, as the case may be.
- 41.3 All employees will present a professional appearance in the workplace.
- 41.4 Each Department Manager may establish a dress code that is specific to and appropriate for their Department.

- 41.5 All employees will keep their workstations neat and tidy, and will return equipment to its proper place when they are finished with it, or at the end of the day.

42.0 Restricted Areas and Entry After Hours

- 42.1 In the interest of safety and security, all employee workstations and equipment are restricted to authorized personnel only.
- 42.2 Unauthorized persons are not permitted at the SIB administration office outside of normal working hours.
- 42.3 If an employee wishes to enter the SIB administration office outside of normal working hours, the employee will have the prior approval of their supervisor.

43.0 No Smoking Policy

- 43.1 Smoking is not permitted in the administration office, in any SIB community buildings, within three meters from a doorway, window or air intake of an indoor workplace, or in designated non-smoking areas.

44.0 Telephone, Mail, Fax, Internet and E-Mail

- 44.1 Employees will not
- a) put personal mail with SIB mail that is to be put through the postage meter;
 - b) send or receive personal faxes other than at the front desk fax;
 - c) use the internet for personal reasons during working hours, including ie.facebook;
 - d) send or receive personal e-mail during work hours;
 - e) send or receive personal e-mail with attachments at any time;
 - f) load any unauthorized software onto any SIB owned computer system; or
 - g) access illicit, pornographic or inappropriate internet sites.
- 44.2 Improper or excessive use, or abuse of the telephone, mail, fax, internet or email will result in disciplinary action, up to and including termination.
- 44.3 SIB monitors all internet use.
- 44.4 All employees are required to review and sign
- a) SIB's "Internet and Email Use Policy", which forms part of this Policy and is attached as Appendix F; and
 - b) SIB's "Information Security Policy" which forms part of this Policy and is attached as Appendix G.

45.0 Use and Care of SIB Property, Equipment and Vehicles

- 45.1 Use of SIB property, equipment or vehicles for personal use is not permitted, and will lead to immediate disciplinary action, up to and including termination.
- 45.2 If an employee needs to take SIB property or equipment to work off-site, the employee will
- a) get the prior written approval of the appropriate supervisor; and
 - b) log the equipment or property out, and return it and log it in within the specified timeframe.
- 45.3 It is the responsibility of each employee to understand the operation and basic maintenance of equipment that is required to perform routinely assigned duties.
- 45.4 If an employee finds that a piece of equipment is not working properly or appears unsafe, the employee
- a) will immediately notify the appropriate Department Manager; and
 - b) will not start, operate, or make any modifications to the equipment.
- 45.5 If an employee is authorized to use a SIB vehicle for SIB business, then the employee will
- a) hold a valid BC driver's license in the category required to operate the vehicle;
 - b) provide a recent copy of the employee's driver's abstract;
 - c) respect the BC Road laws;
 - d) at SIB's expense, follow the manufacturer's maintenance and oil change schedules to protect the validity of the warranty;
 - e) not allow unauthorized persons to operate or ride in the vehicle; and
 - f) be responsible for all fines and traffic violations incurred by the employee;
 - g) follow the department pre-trip and post-trip inspection procedures;
 - h) report any incident to the department supervisor.

46.0 Employee Use of Personal Vehicles

- 46.1 If a Department Manager or the Director of Operations authorizes an employee to use their own vehicle for approved SIB business,
- a) SIB will reimburse the employee, at the rate set in the Travel Policy attached as , as amended from time to time, for each kilometre traveled for SIB business, or other rate as prescribed from time to time by the Director of Operations, which will be full and complete compensation for all of the employee's costs in operating the vehicle while on approved SIB business;
 - b) improper or excessive claims for reimbursement for mileage will result in disciplinary action, up to and including termination;
 - c) it is the employee's responsibility to ensure that they have adequate insurance; and
 - d) the employee will be responsible for all accidents, fines, lost keys and traffic violations.

**PART XIV
VIOLATION AND SEVERABILITY**

47.0 Violation and Severability of Terms

- 47.1 All employees are bound by and will abide by the terms of this Policy, or will be subject to disciplinary action, up to and including termination.
- 47.2 The Director of Operations, or in the case of the Director of Operations, a quorum of Council, reserves the right to interpret the terms of this Policy,
- 47.3 If any provision of this Policy is held to be invalid by a court of competent jurisdiction, the invalid portion will be severed from the remainder of the Policy, and the decision will not affect the validity of the remainder of the Policy

**APPENDIX A
Organizational Chart**

[to be inserted at a later date]

APPENDIX B
Sketchestn Indian Band (SIB) Conflict of Interest Guidelines

1.0 Definitions of Conflict of Interest

1.1 A “**conflict of interest**” arises when

- a) a person, such as a SIB employee or Council member,
- b) has an interest that is
 - i. real, potential, or perceived,
 - ii. direct or indirect, and
 - iii. private or personal, and which
- c) competes, or appears to compete, with the
 - i. interests of the SIB, or
 - ii. objective exercise of that person’s duties.

1.2 For greater clarity, a person’s private or personal interest

- a) includes the interests of that person’s immediate family members; and
- b) may or may not be financial in nature.

2.0 Purpose

2.1 By implementing these Guidelines, SIB wishes to

- a) set standards for assessing potential conflicts of interest;
- b) enhance confidence in SIB institutions by ensuring that SIB employees and Council members do not use their positions for personal gain;
- c) ensure that SIB Council members and employees uphold the highest standards of conduct; and
- d) ensure that SIB members can have trust and confidence in SIB employees and Council members.

2.2 SIB recognizes that Council members and employees have a great deal of authority, and requires that this authority be exercised in a responsible and accountable manner, and with impartiality and integrity.

3.0 Conflicts of Interest Generally

3.1 SIB wishes to limit, to the extent possible, circumstances in which its employees or Council members are in conflicts of interest.

3.2 SIB policies, bylaws, regulations, laws and guidelines will be applied equally to all.

- 3.3 SIB expects and requires its Council members and employees to serve the interest of the SIB community, and to avoid all conflicts of interest.
- 3.4 Where there is a conflict between the interests of SIB and the personal or private interests of a Council member or employee, the interests of SIB will prevail.

4.0 Conflicts of Interest: Council Members

- 4.1 If a Council member is in a conflict of interest, the Council member will
 - a) notify the rest of Council of the conflict of interest; andwill not
 - b) participate in any discussions of the matter;
 - c) vote on any question in respect of the matter; or
 - d) attempt in any way, whether before, during or after a Council meeting, to influence the voting on any question in respect to the matter.
- 4.2 Section 4.1 does not apply if, as determined by the rest of Council, the matter of interest
 - a) is a matter of interest in common with SIB members generally;
 - b) relates to remuneration or expenses payable to Council members in relation to their duties as Council members; or
 - c) is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Council member in relation to the matter.

5.0 Conflicts of Interest: Employees

- 5.1 If an employee is in a conflict of interest, the employee will
 - a) notify their supervisor of the conflict of interest; andwill not
 - b) participate in any discussions of the matter;
 - c) take any further actions with respect to the matter; or
 - d) attempt in any way, whether before, during or after reporting the matter to the supervisor, to influence any actions that are taken in respect to the matter.
- 5.2 Section 5.1 does not apply if, as determined by the supervisor, the matter of interest
 - a) is a matter of interest in common with other SIB employees or SIB members generally;
 - b) relates to remuneration or expenses payable to SIB employees in relation to their duties as SIB employees; or
 - c) is so remote or insignificant that it cannot reasonably be regarded as likely to influence the employee in relation to the matter.

6.0 Consequences of Breach

6.1 Breach of the spirit, intent or provisions of these Guidelines may lead to disciplinary action and may constitute grounds for termination, or removal from Council, as the case may be.

I, _____, have reviewed these Conflict of Interest Guidelines in
[name of employee/Council member]

detail, I understand them, and I agree to abide them. I understand that if I breach these

Guidelines I may be subject to disciplinary action up to and including termination, or removal

from Council, as the case may be.

Signature

Date

Skeetchestn Indian Band Conflicts of Interest Disclosure Form

Date: _____

Name: _____

Position: _____

Transaction/Decision/Matter: _____

Details of real or perceived conflict of interest, including nature and extent:

COUNCILLOR, BOARD MEMBER, OFFICER,
EMPLOYEE, COMMITTEE MEMBER,
CONTRACTOR OR AGENT SIGNATURE

Decision of Director of Operations

_____ 1. The individual is in a position of conflict of interest and may not be involved in this transaction, decision or matter.

_____ 2. The individual is not in a position of conflict of interest and may be involved in this transaction, decision or matter.

_____ 3. The individual is in a position of conflict of interest which has been investigated and it has been determined that the individual may be involved in this transaction, decision or matter (explain below).

Additional Details

SIGNATURE OF Director of Operations
OR CHIEF / COUNCILLOR

APPENDIX C
Harassment and Bullying Policy
Adopted from the Canadian Human Rights Commission
Anti – Harassment Policies for the Workplace

Our commitment

The Skeetchestn Indian Band is committed to providing a safe and respectful work environment for all staff. No one - whether a Council member, manager, employee, Band member or member of the public - has to put up with harassment, including sexual harassment, for any reason, at any time. And no one has the right to harass anyone else, at work or in any situation related to employment. This policy is one step toward ensuring that our workplace is a comfortable place for all of us.

Harassment is against the law

The *Canadian Human Rights Act* and the *Canada Labour Code* protect everyone from harassment. The *Criminal Code* protects us from physical and sexual assault. You have a right to live and work without being harassed, and if you are harassed, you can do something about it.

Employees' responsibilities

All employees have the responsibility:

1. to treat each other with respect;
2. to speak up if they or someone else is being harassed;
3. to report harassment to the appropriate person; and,
4. to respect the confidentiality of anyone involved in a harassment complaint.

Managers' responsibilities

Each manager and supervisor is responsible for:

1. fostering a safe working environment, free of harassment, including sexual harassment;
2. setting an example for appropriate workplace behaviour; and,
3. dealing with situations of harassment immediately upon becoming aware of them, whether or not there has been a complaint.

Courts may impose penalties on the employer and the manager, even if neither of them was actually involved in or aware of the harassment, but should have known about it. A manager that didn't do anything to prevent harassment or to mitigate its effects may find her or himself facing financial and legal consequences.

SKEETCHESTN INDIAN BAND POLICY ON BULLYING AND HARASSMENT

What is harassment?

Harassment is any behaviour that demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes actions, comments, or displays. It may be a single incident or continue over time.

What is bullying?

Bullying is usually seen as acts or verbal comments that could 'mentally' hurt or isolate a person in the workplace. Sometimes, bullying can involve negative physical contact as well. Bullying usually involves repeated incidents or a pattern of behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group of people.

What is sexual harassment?

Sexual harassment is any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee; or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion

Some examples of harassment include:

1. unwelcome remarks, slurs, jokes, taunts, or suggestions about a person's body, clothing, race, national or ethnic origin, colour, religion, age, sex, marital status, family status, physical or mental disability, sexual orientation, pardoned conviction, or other personal characteristics;
2. unwelcome sexual remarks, invitations, or requests (including persistent, unwanted contact after the end of a sexual relationship);
3. displays of sexually explicit, sexist, racist, or other offensive or derogatory material;
4. written or verbal abuse or threats;
5. practical jokes that embarrass or insult someone;
6. leering (suggestive staring) or other offensive gestures;
7. unwelcome physical contact, such as patting, touching, pinching, hitting;
8. patronizing or condescending behaviour;
9. humiliating an employee in front of co-workers;
10. abuse of authority that undermines someone's performance or threatens her or his career;
11. vandalism of personal property; and/or
12. physical or sexual assault.

Some examples of bullying:

1. Spreading malicious rumours, gossip, or innuendo that is not true.
2. Excluding or isolating someone socially.
3. Intimidating a person.
4. Undermining or deliberately impeding a person's work.
5. Physically abusing or threatening abuse.
6. Removing areas of responsibilities without cause.
7. Constantly changing work guidelines.
8. Establishing impossible deadlines that will set up the individual to fail.
9. Withholding necessary information or purposefully giving the wrong information.
10. Making jokes that are 'obviously offensive' by spoken word or e-mail.
11. Intruding on a person's privacy by pestering, spying or stalking.

- Assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure).
- Underwork - creating a feeling of uselessness.
- Yelling or using profanity.
- Criticising a person persistently or constantly.
- Belittling a person's opinions.
- Unwarranted (or undeserved) punishment.
- Blocking applications for training, leave or promotion.
- Tampering with a person's personal belongings or work equipment.

The *Canadian Human Rights Act* protects employees and customers from harassment that is related to their race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, pardoned conviction, or sexual orientation.

Disrespectful behaviour, known as “personal” harassment, is also covered in this policy. While it also involves unwelcome behaviour that demeans or embarrasses an employee, this behaviour is not based on one of the protected grounds named above.

Harassment can take place between co-workers, between a manager and employee, between people of the opposite sex or of the same sex, between an employee and a client, or between an employee and a job applicant.

What isn't harassment or bullying?

- Consensual banter or romantic relationships, where the people involved agree with what's happening, are not harassment. Expressing differences of opinion.
- Offering constructive feedback, guidance, or advice about work-related behaviour.
- Reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment (e.g., managing a worker's performance, taking reasonable disciplinary actions, assigning work).

Where harassment or bullying happens

Work-related harassment can take place in the workplace itself, or outside of the workplace in a situation that is in some way connected to work. For example, employees (and clients) will be protected from harassment during off-site meetings, business trips, and any other event or place related to employment or when the employee is present in the course of employment.

SKEETCHESTN INDIAN BAND PROCEDURES

Speak up

If you believe you are being harassed, speak up right away. If possible, tell the person that you are not comfortable with their behaviour, and want it to stop. Usually, that will be all you need to do. You can speak to them directly, or write them a letter (date it and keep a copy). In addition, tell someone you trust what is going on.

Keep notes

Record all unwelcome or harassing behaviour. Write down what has happened, when, where, how often, who else was present, and how you felt about it. Write down every instance of harassment.

Report it

If the harassing behaviour occurs again, or if you are unable to deal directly with the person harassing you, report it to your Department Manager or the Director of Operations.

If for some reason you are unable to report harassment to someone in the Band Office you might be able to go to the police for a case of sexual or physical assault. You may also go directly to the Canadian Human Rights Commission.

Once a person reports harassment, the Director of Operations will ask questions such as what happened, when, where, how often and who else was present and will keep notes of this conversation.

Informal procedures

You may want to proceed informally at first. This means you can ask your Department Manager, the Director of Operations or a Council member to help you communicate with the other person, or to speak to them on your behalf, without going through actual mediation or a formal complaint. The informal approach may not always be possible or successful, but when it is, you may be able to resolve the situation quickly.

Mediation

It may be appropriate to attempt to resolve the complaint through mediation before going to a formal investigation. If a qualified person from outside the Band is available to act as a mediator, and the complainant and alleged harasser agree, that person will attempt to help the parties settle the complaint. If no one is available, a designated person may help settle the complaint, if the parties agree. The mediator should not be involved in investigating the complaint, and should not be asked to represent the Band at any stage of any proceedings related to the complaint. However, either party has the right to refuse mediation.

You are the only one who can decide if mediation is appropriate for you. Do not agree to it if you feel pressured into it, or feel that you are at a disadvantage or vulnerable because of your age, sex, race, colour, religion, sexual orientation, economic position, or for any other reason. If someone suggests mediation but you are uncomfortable with it, you can say so, and it will not be part of the complaint process. If mediation does become part of the process, each person has the right to be accompanied and assisted during mediation sessions by someone they choose.

Investigation

If you want to go ahead with a formal complaint, it will be investigated either by a specially trained person from within the organization, or a consultant. This person will investigate the complaint thoroughly. He or she will interview the complainant, the alleged harasser, and any witnesses. All employees have a responsibility to cooperate in the investigation. Both you and the alleged harasser have the right to be accompanied by someone with whom you feel comfortable during any interviews or meetings.

An investigation will involve:

1. getting all pertinent information from the complainant;
2. informing the alleged harasser of the details of the complaint, and getting her or his response;
3. interviewing any witnesses;
4. deciding whether, on a balance of probabilities, the harassment did take place; and
5. recommending appropriate remedies, penalties, or other action

Substantiated complaints

If the investigator decides the complaint is valid, he or she will report in writing to the Director of Operations, ideally within a week of completing the investigation. The investigator will recommend appropriate remedies and disciplinary action, and any other necessary action. The Director of Operations will decide what action to take, and will inform both parties of the decision, in writing, ideally within a week of the report being submitted.

Remedies for the victim

Remedies for a person who has been harassed will include any of the following, depending on the nature and severity of the harassment:

1. an oral or written apology from the harasser and the Band;
2. lost wages;
3. a job or promotion that was denied;
4. compensation for any lost employment benefits, such as sick leave;
5. compensation for hurt feelings; and/or
6. a commitment that he or she will not be transferred, or will have a transfer reversed, unless he or she chooses to move.

Corrective action for harassers

Corrective action for harassers will include any of the following, depending on the nature and severity of the harassment:

1. a written reprimand;
2. a fine;
3. a suspension, with or without pay;
4. a transfer, if it is not reasonable for the people involved to continue working together;
5. a demotion; or
6. dismissal.

Harassers may also be obliged to attend an anti-harassment training session.

Unsubstantiated complaints

If there is not enough evidence to support an allegation of harassment, the investigator will not recommend any penalties or remedies.

Complaints made in bad faith

In the rare event that the complaint was made in bad faith, that is deliberately and maliciously filed knowing it had absolutely no basis, the complainant will be subject to the same penalties as a harasser. The person unjustly accused of harassment will have her or his reputation restored, and will be given the benefit of any necessary remedies that would be given in a case of harassment.

Retaliation

Anyone who retaliates in any way against a person who has been involved in a harassment complaint will be subject to the same penalties as a harasser.

Confidentiality

The Band will not disclose any information about a complaint except as necessary to investigate the complaint or to take disciplinary action, or as required by law. It encourages employees and managers to respect confidentiality in the same way.

Time limits

Managers have a responsibility to make sure harassment ends as soon as they become aware of it. Complaints will be resolved as quickly as possible, ideally within one month of being made. Complainants should be aware that there is a one-year time limit for filing a complaint with the Canadian Human Rights Commission.

Other options

An employee who is not satisfied with the result of a harassment complaint can consult the Canadian Human Rights Commission. If the harassment involves physical or sexual assault, which are criminal offences, the police is the appropriate avenue.

APPENDIX D – 1
Skeetchestn Indian Band Code of Conduct

As an employee, Band Councilor, committee member or official representative of the Skeetchestn Indian Band, I hereby agree to become familiar with the Skeetchestn Indian Band Policies. I agree to fulfill my delegated duties to the best of my abilities, and abide by the policies of the Band and my department. I hereby also agree to abide by the following Code of Conduct.

1. I will carry out the duties of my position conscientiously, loyally, and honestly, remembering that my primary work task is to serve my employer and act in the public interest, being the Skeetchestn Band membership.
2. In my actions and words, I will promote and uphold the integrity and dignity of the Skeetchestn Band and its policies, programs, government and staff.
3. I will not give out official or confidential information acquired on the job unless the release of such information has been authorized by the Council or a duly authorized Band Official.
4. I will use information obtained while carrying out my delegated duties for the intended purpose only and not for my own personal gain or interests.
5. If my employment, official representation or Band Council position and private interests constitute an actual or perceived conflict of interest, I will declare this to the Director of Operations or Council who will direct and advise in which manner this may be addressed. (See Appendix B for the Conflict of Interest policy).
6. I will be prompt, courteous, and temperate in the performance of my duties and responsibilities.
7. I will find ways of doing my work more efficiently, effectively, and economically.
8. I will maintain a positive attitude in dealing with fellow employees, Band members, general public and Council.
9. As an employee, I will follow instructions conscientiously, be cooperative with my supervisors and co-workers, and work as a team member with other Band employees.
10. I will disclose any employment relationships with third parties to the Director of Operations.
11. During my hours of employment, I will work solely on my job duties and responsibilities.
12. Within my areas of responsibility, I will recommend changes of policy, priorities, or procedures, when I believe that such changes would help to meet the objectives of my department or the Skeetchestn Indian Band.
13. I will conduct myself in a manner that will bring credit to me and the Skeetchestn Band.
14. I will show respect for the authority and jurisdictional structures of the Band Council and administration.
15. I will continually work towards self-improvement and professional development, through self-evaluation, and availing myself of available literature, upgrading and training, when opportunities arise.
16. As an employee, I will be on the job punctually each day, unless there is a valid reason for absence or lateness, in which case I will contact my immediate supervisor or the Director of Operations at the start of each working day, and provide an indication of when I expect to return to work.
17. I will attend all meetings, workshops, conferences in their entirety, assigned to me as an official delegate of the Skeetchestn Indian Band, and will formally report back to my Supervisor and/or the Band Council as required.

18. I will dress appropriately for my delegated position, as I understand that the appearance of Band employees or representative reflects on the Band as a whole.
19. I will be courteous and polite towards other staff members and the general public.
20. I will use equipment, property, or supplies which are owned or rented by the Band for authorized purposes only, will use such equipment with care, and will report any maintenance required to an appropriate staff member.
21. As an employee, I will not criticize other employees or the policies of the Band Council or individual departments. If I feel changes would be advisable, I will provide constructive suggestions and/or recommendations through proper procedures and seek to make the workplace as harmonious as possible.
22. I will attempt to communicate openly with other staff, and seek to settle any internal differences in a respectful cooperative and constructive manner.

23. I understand my relationship with the Band Council as a Band employee to be as follows:
 - a. the Band Council will request my attendance at a Band Council meeting if my presence is required;
 - b. if I wish to address Council on matters not related to my job, I will request time off from work to do so if required.

Read, understood and acknowledged:

(Signature of employee)

(For the Skeetchestn Indian Band)

Dated this _____ day of _____, 20__.

APPENDIX D – 2
Skeetchestn Indian Band Code of Conduct – Council

As a Band Councilor of the Skeetchestn Indian Band, I hereby agree to become familiar with the Skeetchestn Indian Band Policies. I agree to fulfill my delegated duties to the best of my abilities, and abide by the policies of the Band. I hereby also agree to abide by the following Code of Conduct.

1. I will carry out the duties of my position conscientiously, loyally, and honestly, remembering that my primary work task is to serve my employer and the Skeetchestn Band membership.
2. In my actions and words, I will promote and uphold the integrity and dignity of the Skeetchestn Band and its policies, programs, government and staff.
3. I will not give out official or confidential information acquired on the job unless the release of such information has been authorized by the Council or a duly authorized Band Official.
4. I will use information obtained while carrying out my delegated duties for the intended purpose only and not for my own personal gain or interests.
5. If my employment, official representation or Band Council position and private interests constitute an actual or perceived conflict of interest, I will declare this to the Council who will direct and advise in which manner this may be addressed. (See **Appendix B** for the Conflict of Interest policy).
6. I will be prompt, courteous, and temperate in the performance of my duties and responsibilities.
7. I will find ways of doing my work more efficiently, effectively, and economically.
8. I will maintain a positive attitude in dealing with Band employees, Band members, general public and Council.
9. Within my areas of responsibility, I will recommend changes of policy, priorities, or procedures, when I believe that such changes would help to meet the objectives of the Skeetchestn Indian Band.
10. While both on and off the job, I will conduct myself in a manner that will bring credit to me and the Skeetchestn Band.
11. I will show respect for the authority and jurisdictional structures of the Band Council and administration.
12. I will continually work towards self-improvement and professional development, through self-evaluation, and availing myself of available literature, upgrading and training, when opportunities arise.
13. I will attend all meetings, workshops, conferences in their entirety, assigned to me as an official delegate of the Skeetchestn Indian Band, and will formally report back to the Band Council as required.
14. I will dress appropriately for my delegated position, as I understand that the appearance of Band employees or representative reflects on the Band as a whole.
15. I will be courteous and polite towards other staff members and the general public.
16. I will use equipment, property, or supplies which are owned or rented by the Band for authorized purposes only, will use such equipment with care, and will report any maintenance required to an appropriate staff member.
17. I will refuse any fees, gifts, or other tangibles offered to me in reward for duties performed by virtue of my position.
18. As a Councilor, I will not criticize other Councilors, Band employees or the policies of the Band Council or individual departments. If I feel changes would be advisable, I will provide constructive suggestions and/or recommendations through proper procedures and seek to make the workplace as harmonious as possible.

19. I will attempt to communicate openly with other Councilors, and seek to settle any internal differences in a respectful cooperative and constructive manner.

Read, understood and acknowledged:

(Signature of Band Councilor)

(For the Skeetchestn Indian Band)

Dated this _____ day of _____, 20__.

APPENDIX E - 1
Oath of Confidentiality - Employee

I, _____, affirm that I will faithfully carry out my duties as an employee of the **Skeetchestn Indian Band** and will refuse to disclose, without due authority, any confidential information which may be disclosed or made known to me by reason of my employment with the Skeetchestn Indian Band, except those matters as I may be required to communicate in order to properly carry out my duties.

I agree and accept full responsibility that if my actions are contrary to the above, I will receive a **verbal warning**, or **written warning**, or my employment with the **Skeetchestn Indian Band** can be **“terminated without notice”** by the Skeetchestn Band Director of Operations.

(Signature of employee/Councilor)

(For the Skeetchestn Indian Band)

Dated this _____ day of _____, 20__.

APPENDIX E - 2
Oath of Confidentiality - Council

I, _____, affirm that I will faithfully carry out my duties as a Councilor of the **Skeetchestn Indian Band** and will refuse to disclose, without due authority, any confidential information which may be disclosed or made known to me by reason of my position with the Skeetchestn Indian Band, except those matters as I may be required to communicate in order to properly carry out my duties.

I agree and accept full responsibility that if my actions are contrary to the above, I will be censured by the Council of the **Skeetchestn Indian Band**.

(Signature of Councilor)

(For the Skeetchestn Indian Band)

APPENDIX F

Internet and Email Use Policy

The **Skeetchestn Indian Band** is responsible for the action of its staff and the legal implication of unethical use of its hardware, software, network, email and internet connection (herein referred to as “Systems”)

The purpose of this policy is to provide guidelines so that the **Skeetchestn Indian Band** staff may use these resources in ways that maximize employee productivity, are responsible and respectful of all legal issues and avoid network disruptions.

1. GENERAL POLICY

The **Skeetchestn Indian Band** acknowledges that these Systems are an efficient means of completing their objectives and primarily to accomplish tasks related to their jobs. Occasional and responsible use for personal reasons is permitted, provided it does not interfere with work performance and deadlines (i.e. Lunchtime, morning/afternoon breaks).

The use of the systems for personal gain, personal business, commit fraud, or to display or transmit any materials that are discriminatory, defamatory, harassing, insulting, offensive, pornographic or obscene is strictly prohibited.

Internet Usage

The internet is a massive global network offering access to unlimited information and resources. The internet is not controlled by any one organization and the source of information obtained cannot always be guaranteed.

Accessing, downloading or saving materials from the internet must be in accordance with internal policies and must adhere to all copyright restrictions.

No unauthorized programs or software is to be loaded onto any Band owned computer system unless authorized in writing by the Department and Information Technology Manager. Written pre-authorization for changing and/or altering any system configuration must also be made. Unauthorized programs and systems will be deleted.

Email Usage

Email is a proficient and prompt communication tool provided to staff to assist them in conducting day to day business on behalf of the Skeetchestn Indian Band. All email must be professional in nature and comply with all related policies.

No one may solicit, promote or advertise any organization, product or service through the use of email or anywhere else using the systems.

All email sent externally will have the standard disclaimer automatically attached. (See attached examples)

Chat, Newsgroups, ListSerts and Social Networking Forums

The use of such services (i.e. Facebook, MySpace, youtube, etc.) is restricted and should not be accessed unless it is imperative to the employee's job description and **Skeetchestn Indian Band's** mandate.

Instant Messenger Services (IMS)

IMS is becoming an ever increasing means of communication, both personal and business related. The use of such systems (i.e. MSN, Skype, Twitter, etc.) is not to be allowed unless it is imperative to the employee's job description and **Skeetchestn Indian Band's** mandate.

If such systems are allowed for business use, then screen names must be professional in nature and IMS must only be used according to internal policies. All allowable access will be closely monitored to ensure that access it not being abused in any way.

Peer to Peer Applications (P2P)

P2P software (torrents etc.) is not to be used under any circumstances; although many materials have been placed on P2P networks with a creator's consent, much of the material has been duplicated from copyrighted material and goes against internal policy. Also, P2P applications pose a security risk to the internal network systems.

Additions from the Band's IT consultant

You are personally liable for the use of your e-mail, internet and data processing facilities and for the information and/or material found on your PC or terminal. Examples of practices that constitute abuse of the e-mail, internet and data processing facilities which are prohibited include, but are not limited to:

- The use of any torrent programs for illegally downloading/sharing videos, programs, files
- Viewing, storing, downloading or forwarding sexually explicit or suggestive text, images, sound files or recordings;
- Sexually explicit, racist, harassing, intimidating or defamatory communications;
- Hacking, including attempts to gain access to restricted resources either inside or outside the computer network of the company
- Damaging or deleting the files of another user, or otherwise interfering with the e-mail and/or internet and/or data processing facilities of fellow users;
- Impersonating another user
- Obtaining, without authorisation, the password/s of another user or employee.
- Excessive use of the e-mail and/or internet facilities for non-work related activities;
- Downloading, installing or using unlicensed software or software that users are not authorised to use, install or download;
- Burdening or clogging up the company's network by forwarding e-mail which are not related to company business.

2. RIGHT TO ACCESS

Management has the right to access or monitor all electronic data and/or records created, received or stored on the Skeetchestn Indian Band Systems without prior notification. This includes, but is not limited to, internet traffic, email, instant messaging and P2P applications. All information generated, replicated,

processed and stored by staff during the duration of their employment becomes property of the **Skeetchestn Indian Band**.

3. ENFORCEMENT

Failure to comply with this policy may result in disciplinary action as per Section 3.7 of the Skeetchestn Indian Band HR Policy.

4. ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I hereby certify that I have read and fully understand the contents of the Skeetchestn Indian Band Acceptable Internet and Email Use Policy. I acknowledge that the Skeetchestn Indian Band reserves the right to modify or amend the policy at any time, without prior notice. This policy creates contractual obligations between the Skeetchestn Indian Band and its employees. My signature below certifies my knowledge, acceptance and adherence to the Skeetchestn Indian Band Acceptable Internet and Email Use Policy rules, regulations and procedures.

(Signature of employee)

(For the Skeetchestn Indian Band)

Dated this _____ day of _____, 20____.

APPENDIX G Information Security Policy

INTRODUCTION

The **Skeetchestn Indian Band** is responsible for the actions of its staff and the legal implications of unethical use and access of its systems.

The purpose of this policy is to provide guidelines so that the **Skeetchestn Indian Band** staff may utilize these resources in ways that maximize employee productivity and minimize security gaps.

1. GENERAL POLICY

The **Skeetchestn Indian Band** has realized that to effectively protect their Systems from unauthorized access, alteration, disclosure or destruction and to guarantee that data and programs are readily available to all authorized members of staff; they require a level of protection. The **Skeetchestn Indian Band** also realized that while no procedures will provide total security, all staff has the responsibility to minimize the risks.

2. SYSTEM ACCESS

You may not attempt to access information for which you have no authorization including, but not limited to, data and email.

To ensure that your server access is secure in your absence from your office, logging off, password protecting your documents and work product should be considered when you leave the room.

Any other use of a **Skeetchestn Indian Band** computer system and/or system resources other than your own must be pre-approved by your Department Manager and the Information Technology Manager.

3. PASSWORDS

In the cases where a password is important such as email systems or workstation access, including screensavers, individuals should ensure the passwords are difficult to guess but easy to remember. If a password has been assigned to you as a temporary password, you must change it before continuing use of the system. To aid in the creation of a password here are some **guidelines**:

- use 5 or more characters, including mixed case
- deliberately misspell words
- take the first letter from each word of a phrase
- include at least two numbers; you can substitute letters for numbers (i.e. 3 for E)

Individuals should make sure their password is safe, this includes making sure not to write passwords down, do not let anyone else see you entering your password. Change your password every few months and never reuse an old password. Passwords must be provided to the Information Technology Manager as soon as they are changed.

4. SYSTEMS UPDATES

Whenever possible, the installation of approved software updates must be performed. This may require that the Information Technology Department may need access to the workstation to perform system updates.

No unauthorized software is to be loaded onto any **Skeetchestn Indian Band** owned computer system. Pre-authorization by the Department and IT Manager must be given before changing, altering and/or adding anything to the system. Unauthorized software or programs will be deleted.

5. VIRUS PROTECTION

Virus Protection is most effective if every workstation and server in the office has up-to-date anti-virus software installed and is actively monitoring all incoming and outgoing activities to help control infection.

Viruses are able to enter the computer in various ways including email, downloading from the internet and removable media (cd, dvd, flash drive and memory cards).

Computer systems owned by **Skeetchestn Indian Band** will run up to date anti-virus software that must remain active at all times. The Information Technology Manager is responsible for monitoring and keeping the computer system up-to-date.

6. IDENTITY MISREPRESENTATION

As an employee of the Skeetchestn Indian Band you may not assume another person's identity or position without prior written consent from the Department Manager.

7. ENFORCEMENT

Failure to comply with this policy may result in disciplinary action as per Section 3.7 of the Skeetchestn Indian Band HR Policy.

8. ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I hereby certify that I have read and fully understand the contents of the Skeetchestn Indian Band Information Technology Security Policy. I acknowledge that the Skeetchestn Indian Band reserves the right to modify or amend the policy at any time. This policy creates contractual obligations between the Skeetchestn Indian Band and its employees. My signature below certifies my knowledge, acceptance and adherence to the Skeetchestn Indian Band Information Technology Security Policy rules, regulations and procedures.

(Signature of employee/Councilor)

(For the Skeetchestn Indian Band)

Dated this _____ day of _____, 20____.

**APPENDIX H
Declaration of Understanding**

I, _____, have reviewed this Policy in detail, I understand
[name of employee]

it, and I agree to abide by its terms and conditions. I understand and acknowledge that if I
breach the terms and conditions of this Policy, I may be subject to disciplinary action, up to and
including termination.

Signature

Date